

1 Theya Kanagaratnam
2 2316 Lakeshore Avenue, #16
3 Oakland, CA 94606
4 510-356-5776
5 theyak101@yahoo.com
6 Pro Se Plaintiff

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Theya Kanagaratnam,

Plaintiff,

vs.

CENLAR FSB,

Defendant.

Case No. 3:23-cv-02637-JD

**MOTION FOR RE-OPENING OF
CASE AND MOTION FOR
SUMMARY JUDGEMENT AND
RESPONSE FOR SETTLEMENT
CONFERENCE NON-
APPEARANCE**

Judges: Hon. James Donato
Hon. Lisa Cisneros

Now Comes Aggrieved party with a right to a remedy, Theya Kanagaratnam (U.C.C. § 1-201; (1)(2)(3)(27)(14) Sui Juris, Secured Party (U.C.C. §9-105), NONPERSON (U.C.C. § 1-201(27)), NON-RESIDENT, NON-DEBTOR (28 U.S.C. § 3002(4)), NON-CORPERATED, NON-FICTION, NON-SUBJECT, NONPARTICIANT in any Government programs, a Living flesh and blood Woman standing on the ground. Sovereign, NON-CITIZEN, under Special Appearance (Rule 8 (E)) not generally, Holder-In-Due-Course (U.C.C.

1 § 3-302(A)(2)) of all documentation (U.C.C. § 5-102(6)) of the "Entity" Cestui Que Vie trust
2 CORPORATE FICTION: THEYA KANAGARATNAM, representing the Corporate Fiction.
3 For the Record, I reserve all my rights and waive none. I hereby request that this case be re-
4 Opened and a Summary Judgement be rendered as per this Motion.

5
6 Theya Kanagaratnam is still in minor, in accord with 31 CFR § 363.6, and therefore the alien
7 property custodian, “common-law trustee”, 50 USC § 4312, 28 USC § 581(a) would
8 be the appropriate party for this Court and the Trustees to join to settle the estate. Or in the
9 alternative, the alleged loan “Trustees” or the Judge/Magistrate as the case Trustee for the
10 ESTATE of THEYA KANGARATNAM. It appears that I am being intentionally restrained by
11 the Trustees and this Court from accessing my account to setoff, settle, and discharge the
12 liabilities.

13
14 I can also provide the CUSIPs for the minor account, court case and NOTE if necessary.

15
16 Further, I would like to re-iterate, I, Theya Kanagaratnam, as a private banker (a Private Banker
17 by default 31 USC 5312(a)(2)(C) as well) also tendered two legal tender instruments in the
18 amount of \$71,000 -one instrument was a bank medallion stamped instrument which was kept
19 by the defendant and never returned back to me (see attached Exhibit A for evidence of the
20 instruments tendered and processing instructions)

21
22 Pursuant to UCC 3-601, 3-602, 3-603, 3-307, 15 USC 1,2 , 18 USC 371 this alleged debt
23 should have been set off, settled and discharged in January of 2023.

24
25 UCC § 3-603. TENDER OF PAYMENT.

26 **MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT**

Primary tabs

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Defendant refused tender. Even if it is refused, there is still discharge. What is the penalty for refusing tender?

Again, as stated above, I am a living flesh and blood woman who is not schooled in the legal system. So I do not understand much of the legal system or the legalese, so my apologies if I don't always properly file documents according to requirements of the legal system.

Regarding my non-appearance for the settlement conference, With all due respect, I never asked Judge Donato to negotiate a settlement for me with Defendant CENLAR. I asked Judge Donato in October 2023 to rule on the case as the case was sitting without being ruled and I was facing

MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT

1 foreclosure. Judge Donato, subsequently, scheduled a status conference and took it upon
2 himself to negotiate a payment plan.

3
4 I appreciate his efforts and his gesture; however, I was never then nor now am interested in
5 entering into a payment plan with Defendant CENLAR under any contracts. I have also grown
6 weary of the Justice System and have lost faith in receiving true justice. Otherwise, this would
7 have been settled a long ago in my favor especially after I tendered the bank medallion stamped
8 instrument in the amount of \$71,000.00. It seems to be an extension of the bank and banker
9 class. It only seems to exist to protect banks and banker class and not the millions and millions
10 of men and women of this nation. Otherwise, how can Defendant CENLAR a debt collector- it
11 did not extend any credit of its own to me – called me over 600 times in two years as evidenced
12 by Docket Document 32-1 Exhibit Q - be not held accountable for violating Fair Debt
13 Collection Practices ACT (FDCPA) and California Rosenthal Act? How can Defendant and
14 counsel with the Motion to Dismiss on Docket Document #8 on June 1, 2023 blatantly lie about
15 No Trustees Notice of Sale being posted and not held accountable?

16
17 This failing system has forced me to take matters into my own hands and continuously searched
18 for the truth even though it has caused me a great deal of hardship both financially and
19 otherwise, and we have discovered lack of full disclosure on the part of the Defendant/its
20 Principal, and many issues with the contract, NOTE and Accounting and are continuously
21 moving forward with the Administrative Procedure / Forensic Audit until a resolution is reached
22 through that process.

23 Furthermore, according to the Affidavit former Senior Counsel for the Federal Reserve System
24 and according Modern Money Mechanics, a Federal Reserve Publication – both state it is my
25 signature that created the funds for the loan. Did the banks lend their own funds? These are not

26 **MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT**

1 somebody on the internet or just random people from the streets stating these but from people
 2 who worked within the Federal Reserve System stating these. Further even if the truth is
 3 uncovered through study on the internet does not mean it's just hogwash because some have
 4 tried to tell me just that; Neveththeless, Truth is the Truth is the Truth – regardless where it comes
 5 from.

6 Therefore, please understand I will not be attending the conference call scheduled for 10:30am
 7 on March 15, 2024 I have no interest or never had an interest in entering into a payment plan /
 8 settlement with Defendant CENLAR – I never did enter into anything with Defendant CENLAR
 9 in the first place, only with its Principal CITIBANK.

10 Thomas Jefferson wrote "I believe that banking institutions are more dangerous to our liberties
 11 than standing armies. If the American people ever allow private banks to control the issue of
 12 their currency, first by inflation, then by deflation, the banks and corporations that will grow up
 13 around(these banks) will deprive the people of all property until their children wake up
 14 homeless on the continent their fathers conquered. The issuing power of currency shall be taken
 15 from the banks and restored to the people, to whom it properly belongs."

14 **When the UNITED STATES became BANKRUPT** in1933 and the Government confiscated
 15 all the gold from the American People and gave it to the private Federal Reserve Banking
 16 System Corporation.

17 And it is becoming more and more dangerous as homelessness is growing all around us, **Bank**
 18 **Business instruments Law, Contract law, and common law the Supreme Law of the Land**
 19 that Judges as a public officials are sworn to protect, consider, and follow under your oath of
 20 public office aren't holding the private banks and banksters accountable but allowing them to
 21 throw the men and women of this nation onto the streets and their children to become homeless.

20 In conclusion, As stated above, I am a living flesh and blood woman standing
 21 on the Ground, Sovereign, NON-CITIZEN, under Special Appearance (Rule 8 (E)) and NOT
 22 generally appearing, and putting forth the following to the Judges as Fiduciary Trustees
 23 under the constitution: I hereby assign the Judges as Public Servants / Fiduciary
 24 Trustees under the constitution and Pursuant to 28 USC 581(a) to adjust the account, set off,
 25

26 MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT

1 settle and discharge all liabilities related to this account Pursuant to HJR 192, PL 73-10, now codified
2 at 31 USC § 5118(d)(1,2).

3
4 **Isn't it true and correct that a Bill of Exchange is a bank business instrument that is a
5 payment?**

6 **Isn't it also true that the Medallion Stamped Security NOTE Draft Bank Instrument that I
7 tendered in the amount of \$71,000.00 is representative of and is equivalent to money under
8 bank business instrument law, the same as a bank Promissory NOTE DOLLAR?**

9 **Isn't this true that Bonds, Securities, Promissory Notes, Bills of Exchange, and Note Drafts
10 that are made out to or assigned to the Account and Obligations of the United States must
11 go through the UNITED STATES TREASURY in care of the Alien Property Custodian
12 for the bank to get paid as stated on both of my security bank business**

13 **Instruments?***(NOTE: Public Policy and Public Law 73-1, 40 STAT 1, H.R. 1491 enacted*
14 *March 9, 1933 under Title IV § 401 as the EMERGENCY BANKING RELIEF ACT;*
15 *FEDERAL RESERVE ACT § 18 SECTION 6)*

16
17 **Isn't this true that pursuant to your statutory laws, such Creditor Private Banker
18 Promissory Notes and State legally Licensed Processed Credit Agreement Securities are
19 National Bank Currency, Money, Assets, and Collateral, the same as installment Mortgage
20 NOTES and Securities and Automobile Installment contract property, and thereby, coin or
21 currency of the United States by statutory definition and can be made by legally signing,
22 making, creating, negotiating, and issued to banks to pay off debts as well as to create a debt
23 by private citizens who are Private Bankers pursuant to these Federal and State Policy
24 STATUTE LAWS?**

25 *(NOTE: Uniform Commercial Code of Banking, Contract Laws 31 U.S.C. §5103*
26 *and 18 U.S.C. §8.)*

MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT

1
2
3 If so, I have tendered this Draft Bank Instrument to the bank as double payment, and wouldn't
4 you agree that the claimed debt has been paid in full with this Bank Business INSTRUMENTs?

5
6 **WHEREFORE, YOUR HONOR, I request the court to rule with prejudice, as the debt**
7 **has been paid and discharged twice with double the amount allegedly owed and write an**
8 **order for the cancellation and release of the full debt in my favor for payoff,**
9 **extinguishment, discharge, and recoupment and reconveyance of the title.**

10
11 **Further I request a ruling on the violation of FDCPA and California Rosenthal ACT by**
12 **Debt Collector CENLAR. In Docket Document 41, Defendant CENLAR admits to calling**
13 **itself a Debt Collector numerous times. And this Debt Collector called my personal phone**
14 **over 600 times day and night and Saturdays and Sundays and at all hours of the day over**
15 **a period of two years and must be held accountable for this abusive conduct and business**
16 **malpractice. This kind of excessive, abusive conduct must not go unpunished as it is one**
17 **of the most abusive business malpractices ever carried out by a business entity, yet they**
18 **are being allowed to get away with it.**
19
20
21

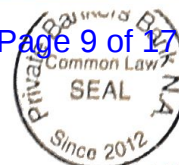
22 Dated: March 14, 2024

23 Signed: 
24 Theya Kanagaratnam
25
26

MOTION FOR RE-OPENING CASE AND MOTION FOR SUMMARY JUDGEMENT

EXHIBIT A

PROCESSED
PROCESSING MEMORANDUM



Instructions for debt/tax payment of this Contract Property pursuant to Public Law and SEC Rule 327 Legal Commercially Registered Security Instrument

Please take Specific Notice that this bank Medallion Stamped, verified, and certified negotiable security instrument is NOT to be processed using a check clearing-house or warehouse.

To obtain full credit, only process via the United States Treasury window in care of Alien Property Custodian Department via:

Fiduciary: Post the presented funds into the asset column of this claimed debt account and charge the offer and acceptance for full settlement, prepaid, and exempt when entered to the post closing balance.

This is to be considered a prepaid exchange, a Treasury Direct accrual item, a U. S. bankruptcy proceeding remedy in accord with congressional mandate from the **Secretary of Transportation 31 USC § 9303; 31 U.S.C § 5312 (2)(C); 18 USC §8; 8 STAT §80; Public Law 73-10, Chapter 48 STAT §112 and §113; Public Law 73-1, Title IV, Section 401; and Federal Reserve Act §16 and §18**. This security instrument is endorsed and assigned on back when signed by DEBTOR/ BORROWER and is made to the account and obligations of the United States **50 USC §4305 (B)(2); 40 STAT. 411 §7 (e); 12 CFR 201.108** to be disbursed to Bank, Investor, TRUST, Head of Collections Department, Owner or Holder in due course of Claimed DEBT account for closure.

When communicated to the U.S Treasury Alien Property Custodian, the claimed debt; hereunder; shall to the extent thereof be a **full acquittance and discharge of the claimed debt for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith as this is a good faith Security Instrument:**

ACT OCT. 6, 1917, CH. 106, 40 STAT. 411, §7(e) "No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money or property made to the alien property custodian hereunder shall be a full acquittance and discharge for all purposes of the obligation of the person making the same to the extent of same. The alien property custodian and such other persons as the President may appoint shall have power to execute, acknowledge, and deliver any such instrument or instruments as may be necessary or proper to evidence upon the record or otherwise such acquittance and discharge, and shall, in case of payment to the alien property custodian of any debt or obligation owed to an enemy or ally of enemy, deliver up any notes, bonds, or other evidences of indebtedness or obligation, or any security therefor in which such enemy or ally of enemy had any right or interest that may have come into the possession of the alien property custodian, with like effect as if he or they, respectively, were duly appointed by the enemy or ally of enemy, creditor, or obligee. The President shall issue to every person so appointed a certificate of the appointment and authority of such person, and such certificate shall be received in evidence in all courts within the United States. Whenever any such certificate of authority shall be offered to any registrar, clerk, or other recording officer, Federal or otherwise, within the United States, such officer shall record the same in like manner as a power of attorney, and such record or a duly certified copy thereof shall be received in evidence in all courts of the United States or other courts within the United States."

50 USC §4305 (B) (2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a **full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.**

Please be advised a tax credit for the full amount may be used as an option of debt or assessed tax payoff, settlement, set off, discharge, and/or account closure.

CERTIFIED

NOTE DRAFT BANK INSTRUMENT No.: 000011714

This is a Time Draft order to pay bank instrument. Please credit Time Draft to accounts receivable. I request a cash receipt.

Financial Draft Bank Instrument Issued from:

CITY OF OAKLAND

State: of California AM/USA

DATE: 24 November 2022

SEC STATE Domestic Public Registered Security NOTE; Bank Verified; Registered Security No. 202294902660

AMOUNT: \$71,000.00

AMOUNT: SEVENTY ONE THOUSAND UNITED STATES

CURRENCY AND NO CENTS

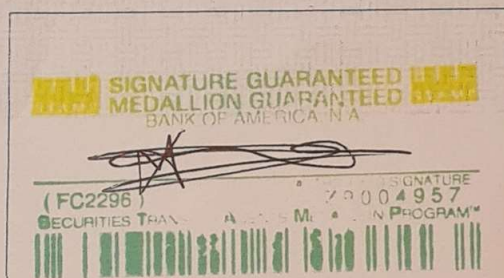
\$

Pay to the Order Of Citibank, N.A., OR CENLAR ESB, Representative Agent, Assigns, and Holder of Original Debt Contract Security with zero interest for full face amount specified. Processing of which will discharge the entire current amount herein acceptance for value the Equilivant to Money and Representing Money. To be paid at Federal Window (Regulation Z) within 15 days of acceptance by authority of Public Resolution HJR 192, now Public Law 73-10, UCC 3-104(c), and 1059 S. Ct. 847 (FN3) for property located at 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606 with Debt Account Number: 106091318334000, 113042500045000, 9222173156, and 4774041794, for extinguishment, discharge, and recoupment to balance both Accounting Book Ledgers upon acceptance. Receiver Agent of this draft bank instrument has 4 days to Dishonor in Writing & Return original to Maker with Certified Notice of rejection / dishonor or the Acceptor Agent deems this Draft is used as Money and full payoff of claimed debt.

TERMS AND CONDITIONS: This binding licensed processed Negotiable S.E.C State Registered New Credit Agreement Payoff Security Note Time Draft bank instrument must be accepted and approved as U.S. Currency by Trust Owner or authorized agent as of Mortgage HELOC as Tender in Payment representative of money and equal to money. Claimed debt shall be discharged, extinguished, collected and paid from the Account and Security Obligations of the United States 18 U.S.C. §8, Public Resolution HJR 192, now Public Law 73-10, and 1059 S. Ct. 847 (FN3), with full discharge and recoupment and Lender or Owner shall balance both accounting Book ledgers to zero and discharge/release/satisfy debt. This Security NOTE DRAFT bank instrument provides that it "shall be governed by, and construed in accordance with, the trusts and laws of the State of New York, United States of America." Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010). This is an intention to extinguish first claimed debt NOTE and Debt Recorded Security. Payee shall immediately provide account closure, balance of books ledgers to zero amount with full recoupment with this renegotiation of original debt personal Debt Security. Presentment of this Draft shall be extinguishment, full set off, discharge, release, recoupment, and account closure of claimed debt or tax assessment. This Security NOTE Draft is not a documentary draft and shall extinguish, nullify and void original County recorded security, unregistered Promissory NOTE, or credit application issued to original lender, assignee, servicer, or authorized agent for Investor Trust owner upon any communication of this intending to pay with NOTE DRAFT. Failure to follow these terms and conditions, Lender, assignees, servicer, investor Trust Owner, holder of original, or IRS has accepted this Security NOTE Time Draft bank instrument as binding tender in payment of said debt. Lender Debit and Credit accounting bookkeeping book ledgers shall be balanced under GAAP and FASB for recoupment. Claimed Debt amount is to be collected from the Account and Security Obligation of the United States via Federal Window REG Z, Department of the Treasury within 15 days. All offers are accepted pursuant to 40 Stat 411, §7(e), 12 CFR 201.108, §229.2, and §210.2, 31 USC §9303, §5312(2)(C), §3302, §3123, UCC 3-§402, §603, §604, §411, 12 USC 1813, Tacit Procuration, FRCP Rule 8, U.C.C., Banking Business Codes/Laws, 8 STAT §80, Highland Capital Mgmt. v. Schneider. Authorized Agent or Owner accepted and kept this NOTE Draft bank instrument as an asset for the owner. Maker hereby presents this NOTE Time Draft bank instrument to take the place of original debt and be used as extinguishment, full payment, set off, discharge, and recoupment of debt and/or assessed tax. WHEREAS such non-return, return after 4 days, monetization, securitization, deposit, owner authorized agent/employee acceptance with or without signature, physical presentment, communication, insurance payout, U.S. Mail Service, Treasury Credit, IRS Credit, Credit of Account Payment, trade, sale, hold, destroy, lost, or assigned shall immediately bind all courts to extinguish, cancel, and discharge original recorded debt lien and NOTE. Both Original debt lien contract security plus NOTE shall be cancelled, recorded, and returned to THEYA KANAGARATNAM upon written request.

Bank Medallion Verified Negotiable Security →
TRANSFERABLE and ISSUED

S.E.C. Registered Negotiable
NOTE DRAFT Order TO Pay
Bank Instrument in
Banking Business



- THIS SECURITY HAS BEEN
VERIFIED BY THE BANK -

THEYA KANAGARATNAM
Without Recourse; Without Prejudice



CALIFORNIA NOTARIAL CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of state: of California
County of Alameda County

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by THEYA KANAGARATNAM, who proved to me on satisfactory evidence whose name is subscribed above on this State UCC registered Payoff Security NOTE Draft that he/she executed the same, and with authorized by the owner Bank Agent's acceptance for payment capacity with or without signature below, and that by the verifying autograph has officially acted and executed the same. Further, I hereby certify that on this day, before me, an authorized officer in the state for as owner Agent aforesaid and in the county aforesaid for acknowledgements personally appeared Acting Authorized Agent for unperfected owner funding Investor Trust or Original Lender, Citibank, N.A., Debtor, who by means of State issued I.D. or Corporate Agent I.D. who executed the foregoing instrument and acknowledged before me below that he/she executed the same.

Authorized Notary acceptance Verifying Signature SEE ATTACHED Notary Name: _____

Received/Approved for _____

By _____ Date ____/____/202____ Position _____

Signature _____

Authorized Agent

PAY TO THE ORDER OF THE UNITED STATES. This valid, bank Authorized Agent accepted, and legal State UCC1 SEC Registered Negotiable Financial **New Credit Agreement Debt Payoff Security Promissory NOTE Draft Bank Business Instrument** is U.S Currency tender of payment in full for extinguishment of all debts public and private and is assigned to The Account and Security Obligations of THE UNITED STATES to pay any bank this alleged debt from the General Accounting Office, under direction of the Comptroller General and In Care of Alien Property Custodian, Public Policy (Law) 73-10, Ch. 48 (HJR 192) to set off, extinguish all bank debt which is The Secretary of the United States Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220; Dept. of Treasury, P.O. Box 9024140, San Juan, P.R. 00902-4140; or any authorized officer as assignment to and as Fiduciary for payment and discharge of national debt in commerce in conjunction with to or for the United States account security obligations to that portion of the public debt it is intended to reduce as the discharge, extinguishment, and recovery of the public debt. I, one of the American people, now appoint the Alien Property Custodian and/or Secretary of the United States Treasury as Fiduciary to tender payment to bank or Creditor as the direct Obligation of the United States. This UCC State Registered **NOTE Draft**, under SEC Rules, currency and equal to money shall be paid from the Account and Security Obligation of the United States. (HJR192, UCC 4 §105, 12 CFR §229.2, §210.2, 12 USC §1813) and shall be issued in accordance with 31 USC §3123, Authority of the United States Code 31 USC §392, §5103, which officially defines this negotiable security financial instrument, STATE UCC1 registered NOTE Draft, as a statutory legal tender of payment and other security obligations of the Federal United States, as a matter of law and equity in the name of justice includes all signed bonds, negotiable security instruments, bills of exchange, credit agreements, promissory notes, bank business drafts, credit applications, certificates of indebtedness, financial instruments, national bank currency by this certified private banker **31 USC §5312(2)(C)** who is a National Bank per definition of domestic Federal law for credit and bank debt payoff Title 18 USC §8 in claims of remedy in equity on recovery of the public debt in the commercial realm due me. Charge the same to: **THEYA KANAGARATNAM**, ESTATE and TRUST under God's laws (father, son, holy ghost) as Principal and Beneficiary via the first three Organic Laws of the Declaration of Independence, the Articles of Confederation Constitution, as one of the FREE individual living man or woman American, a "people of the Confederation United States of America Perpetual Union of the now 50 states (Countries) under GOD's Natural Law, International Treaty, the common law of England whose collateral and property is at risk which are required by law to be accepted as "legal tender of payment" for all debts public and private. This is a quid pro quo "something for something," and "this for that" even exchange. This negotiable Credit Agreement Debt Payoff Security NOTE Draft Bank Business Instrument shall be issued by this private banker upon autograph or signature, a national bank of the domestic United States by legal definition and is defined in law as "obligations of the United States", on the same par and category with Federal Private Reserve International Promissory Note Dollars, Treasury minted coins, other national currency, and legal tender obligations. WITH EXPLICIT RESERVATION OF ALL UNALIENABLE RIGHTS (U.C.C.) 1-§308 (Old §207.4) and 1-§103.6 Respectfully; WITHOUT RECOURSE: WITHOUT PREJUDICE, NON-ASSUMPSIT
My Endorsement/Assignment Autograph/Signature (official seal) By; Thaya Kanag

All offers accepted for honor pursuant to **40 Stat §411, Section 7(e)** No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money, security, or property made to the alien property custodian hereunder shall be a full acquittance and discharge of said debt for all purposes of the obligation of the person making the same to the extent of same. **50 U.S.C. §4305 (b)(2)** Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

PCL81-3475553

PCL81-3475553

FOR COLLECTION ONLY by Any Bank Owed

TO BE PAID UNDER ACCOUNT AND SECURITY OBLIGATIONS OF THE UNITED STATES

Ch. 40 STAT 1, H.R. 1491, PUBLIC LAW 73-140 Stat. 411, codified at 12 U.S.C. § 95 and 50 U.S.C. § 4301 et seq. EMERGENCY BANKING RELIEF ACT, MARCH 9, 1933 TITLE IV § 401;

FEDERAL RESERVE ACT §16 and §18, SECTION 6

PAY TO THE ORDER OF THE UNITED STATES for Any Bank Claimed Debt

ALL PRIOR ENDORSEMENTS GUARANTEED

Private Bankers Bank, N.A. is a NATIONAL BANK

Registered In Florida and Texas U.S.A. Perpetual Union

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

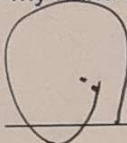
On December 29th, 2022 before me, Raymond Kim, Notary Public
(insert name and title of the officer)

personally appeared Theya Kanagaratnam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

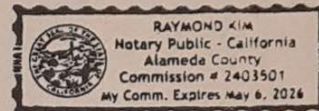
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



When Recorded Return To:
Trustee Services, Inc.
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

CERTIFIED

SATISFACTION OF Mortgage HELOC

Account #: 106091318334000,
113042500045000, 9222173156, and 4774041794

THIS IS TO CERTIFY, that the indebtedness, terms, and conditions of said Mortgage Security listed and described below has been paid as agreed with an accepted and registered Security NOTE tender in payment and by this instrument the undersigned Citibank, N.A. hereby acknowledges the cancelation, release, discharge, account closure, and recoupment of said Mortgage NOTE Security and County recorded Mortgage Debt Lien Contract Security Property.

ORIGINAL LENDER: Citibank, N.A.

BORROWER: THEYA KANAGARATNAM

Original Loan Amount: \$100,000.00
Recorded date 10/10/2006
Recorded Instrument #: 2006381619
Book 110
Page 5



Filed for record in Alameda County, state: of California.

PROPERTY ADDRESS: 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606.

NOW THEREFORE, the recorder or clerk of said county is hereby instructed to record this instrument and to cancel, release, satisfy, and discharge the Mortgage HELOC in accordance with the regulations of said state and county.

Dated: 24 November 2022.

Bank Authorized Agent Received and Accepted on Behalf of Original Lender Citibank, N.A.

Bank Authorized Agent Signature _____, Bank Authorized Agent Printed Name _____

Witness Signature: _____, Witness Printed Name: _____

THEYA KANAGARATNAM
THEYA KANAGARATNAM

CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of California
Alameda County

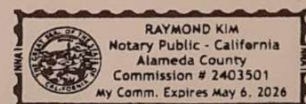
I hereby certify that on this day, before me, an officer duly authorized in the state of foresaid and in the county of foresaid to take acknowledgements personally appeared THEYA KANAGARATNAM known to me to be the person described in who identified him/herself to be the person described by means of Identification, State issued I.D., and who executed the foregoing instrument and acknowledged before me that THEYA KANAGARATNAM executed the same for the purpose expressed.

~~Further, I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared Authorized Agent for Citibank, N.A. who is known to me or who produced identification to be the person described by means of a State issued or Corporate I.D., and who executed the foregoing instrument and acknowledged before me that Citibank, N.A. Authorized Agent executed the same for the purpose expressed.~~

Witness my hand and official seal in the county and state aforesaid this 29th day of December 20 22.

Notary Signature: [Signature] (Notary Seal)

MY COMMISSION EXPIRES: 05/06/2026



LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY – ACCEPTANCE FOR VALUE

Re: Account No. 106091318334000, 113042500045000, 9222173156, and 4774041794

Attn: Citibank, N.A., OR CENLAR FSB
425 Phillips Blvd.
Ewing, NJ 08618

THEYA KANAGARATNAM
Secured Party/Drawee
2930 DOMINGO AVENUE #1025
BERKELEY, CA 94705
13 December 2022

Re: Notice –Processing of Bill of Exchange (BA-Time Draft)

I am in receipt of the attached offer requesting payment. Enclosed please find the Bill of Exchange – (BA-Time Draft) the processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Instrument is presented under authority of Public Law 73-10, UCC3-104(c), Banking Business Law, Spencer v Sterling Bank, 63 Cal Ap. 4th 1055 (1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN*, Wells Fargo v Carigliano (2010), and Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Instrument is hereby presented and the following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account and discharge and extinguishment of this debt.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury – Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHING, D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury – Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with Public and Banking Policy. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z –truth in Lending, 12 USC 226 1 et seq the Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.
6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.
7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.

THEYA KANAGARATNAM Secured Party/Beneficiary/Creditor

\$71,000.00

CERTIFIED

\$71,000.00

BILL OF EXCHANGE
Bill of Acceptance – Time Draft
CERTIFIED AND NEGOTIABLE

THEYA KANAGARATNAM Secured Party/Drawee
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

24 November 2022

To Secretary of the Treasury, Department of the Treasury – Ledger #0000134

On or by 13 December 2022 Credit the account of Citibank, N.A., OR CENLAR FSB
113042500045000, 9222173156, and 4774041794

Network #106091318334000,

(SEVENTY ONE THOUSAND UNITED STATES CURRENCY AND NO CENTS) \$71,000.00

Personal Direct Treasury (UCC Contract) 0000134 Account # RE 963 924 240 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 106091318334000, 113042500045000, 9222173156, and 4774041794.

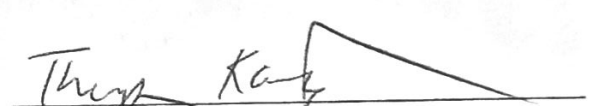
This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: _____
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Ewing, New Jersey) Dated 24 November 2022.

Document Copies have been filed with the DTB


Drawer, Secured Party, Beneficiary, Creditor
WITHOUT RECOURSE/NON-ASSUMPTED

\$71,000.00

\$71,000.00

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 17, 2023

Stephen Gozdan (CFO) / D. James Daras (CEO),
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHRIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER
CENLAR FSB
425 Phillips Blvd.;
Ewing, NJ 08618

RE: LEGAL NOTICE, Not a Letter

This notice is to inform you once again, the Customer Service calls from 1-800-242-7178 still persist to this day as I continue to receive calls on a daily basis with nobody on the other side but a pre-recorded message asking me to hold until one of your agents comes online. And most often than not, the calls get disconnected. I find this action as nonstop harassment as it continues to this day even more than a month after I have tendered two forms legal payments in the amount of \$71, 000 for full settlement and even after serving you with my court filing for you to do so. Notice to Agent is Notice to Principal Owner under the Law of Agency.

To re-iterate, as you know, DEBT ACCOUNT #s: 4774041794 (CENLAR), 106091318334000, 113042500045000 and 9222173156 have been paid off with your agent accepted Bill of Exchange on December 21, 2022 and a second Payment of New Credit Agreement on January 9, 2023 in the amount of \$71,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I have paid as a set off, discharge, and extinguishment with full settlement and to balance your two accounting books account ledgers to a zero balance for your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff with Account Closure and Recoupment., under the Terms and Conditions of the New Credit Agreement Security NOTE Bank Draft and Bill of Exchange Instruments as accepted by your Authorized Agent for this debt Discharge per UCC 3-604, 3-501, and 3-603 and for debt release and satisfaction of this claimed debt.

This final payoff voided and nullified your claimed debt when a new bilateral contract counter-claim NOTE was accepted by your legal representative Agent under U.C.C law, Bank Association Contract Banking Business Law that is legal and binding as a discharge of said debt under authority of Public Law 73-10, UCC3-104(c), Banking Business Law, Spencer v Serling Bank, 63 Cal Ap. 4th 1055(1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, Bank One v. Robert Ward, (Sara Sue Fugate) et al, Florida Case # 2001 31518 CICI, 8

January 2003. PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J.S. WATERMAN. Wells Fargo v Carigliano (2010), and Witkin Negotiable Instruments, Vol3 (2001 Supplement) on the undersigned UCC Contract Trust Account, and BLACKS Law Dictionary that all courts must abide by.

Furthermore, once again, I stress, as far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in wet ink, that is between you and myself, establishing any debt or loan with you or your corporate company. I must point out this violates simple contract law. In order for a contract to be valid, there needs to be an offeror and offeree, both signatures need to be on the contract; lack thereof makes it a null and void contract.

Your continued failure to take right action and your Customer Service Department's non-stop calling from Phone # : 1-800-242-7178 on a daily basis even after I tendered two forms of legal payments to cover the total pay off amount and any additional fees have yet again now forced me to send this notice to you even after you have been served the court papers I have filed in Alameda County, California seeking proper remedy.

For details of the full remedy I seek, please refer to the court papers that have been served to you.

ANY Further ATTEMPT to harass me through nonstop phone calls from your 1-800-242-7178 Customer Service OR duress insistently forced upon me, in any way will open offending party(s) up to a \$10,000.00 per hour if I am forced to attend after today, and any other legal action appropriate will be commenced.

Sincerely,



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).